

Memorandum of Understanding

The following is an agreement between the Butte-Glenn Community College District (“District”) and the Butte College Part-Time Faculty Association (“PFA”) regarding associate (temporary) faculty due-process and complaint processes. This MOU supersedes all references to student complaints in Article 6.4.1 and 6.4.2 of the PFA 2025–26 CBA. In the event of a conflict between this MOU and Article VI or related College procedures on complaints for associate (temporary) faculty, this MOU controls.

For the duration of the 2025–2026 academic year, concluding June 30, 2026, or until revised by a superseding memorandum of understanding, technical agreement, or side letter between the District and the PFA, complaints and concerns about associate faculty conduct or performance outside of the evaluation cycle will be managed as outlined below:

I. Student Complaints and Due Process

Student complaints and concerns about employee performance outside of the evaluation process are administered under the College’s complaint and applicable employee procedures and law. The District will ordinarily address conduct arising from student complaints within the previous two academic years; older conduct may be considered for late discovery, continuing patterns, legal requirements, seriousness, or other good cause. Nothing herein creates a statute of limitations or a just-cause standard, nor does it limit actions required by Title IX, discrimination/harassment policies, safety obligations, or law-enforcement referrals.

II. Progressive Correction & Discipline — Purpose

Corrective steps communicate expectations and support improvement. They do not create a property interest, a promise of future assignments, or limit the District’s authority under Education Code §87665 to end a temporary assignment at the end of a day or week. This section does not import dismissal/penalty procedures that apply to contract or regular faculty or expand due-process rights beyond law or Board policy.

III. Application

Unless credible allegations of serious misconduct, willful neglect of duty, illegality, or significant impact on students/staff warrant immediate action, the District may, in its discretion, use one or more of the following steps. Steps may begin at any level and be bypassed when appropriate. When feasible, the District will provide reasonable advance notice (e.g., 24 hours) for meetings; shorter notice may be used when necessary. A faculty member may, upon request, have union representation at meetings that could reasonably lead to discipline. Use or non-use of any step in any case does not establish a precedent.

IV. Progressive Steps

1. **Verbal coaching:** identifies the concern, applicable standard (law/policy/contract), expected improvement, supports/resources, and follow-up.

2. **Written coaching:** a brief written summary reiterating the concern(s), standard(s), expected improvement, supports/resources, and a follow-up timeline.
3. **Disciplinary action (when warranted):** up to and including ending the temporary assignment under Education Code §87665; removal from current/future assignments consistent with law, Board policy, and any negotiated reemployment-preference standards; and/or paid administrative leave pending review.

V. Evaluations & Reemployment

Evaluations and any reemployment-preference standards follow applicable law and the CBA. Temporary assignments remain contingent on enrollment, funding, program changes, and operational needs.

VI. Preservation of Authority

For associate (temporary) faculty, the District's authority under Education Code §87665 to end a temporary assignment at the end of a day or week, at the District's discretion, is expressly preserved. Progressive measures are tools the District may use to support improvement; they are not prerequisites to action under §87665.


VII. General Provisions


Severability. If any provision is found unlawful, the remainder remains in effect.

Entire Understanding. This MOU constitutes the parties' full understanding on these topics and may be amended only in writing signed by both parties.

No Waiver/No Past Practice. Nothing herein waives District management rights; application in one case does not create a binding practice.

Signatures


Daniel Thompson (Oct 13, 2025 11:13:31 PDT)
For the Part-time Faculty Association


Erik Stearner (Oct 13, 2025 12:29:02 PDT)
For Butte Glenn Community College District


Denise L. Adams
For Butte Glenn Community College District












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Final Audit Report

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